



Dated: 7/9/2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

| | | |
|----------------------------|---|--------------------------|
| In re: |) | |
| |) | Case No: 3:19-bk-1971 |
| CAPSTONE PEDIATRICS, PLLC, |) | Chapter 11 |
| |) | Judge Randal S. Mashburn |
| Debtor. |) | |

**AGREED ORDER COMPELLING DEBTOR TO VACATE AND
SURRENDER PREMISES FOLLOWING REJECTION OF LEASE
(CLARKSVILLE LEASE)**

This matter came before the Court on the *Expedited Motion for Order Compelling Debtor to Vacate and Surrender Premises Following Rejection of Lease (Clarksville Lease)*, Docket No. 226 (the “Motion”) filed by ARHC GMCLKTN01, LLC (the “Landlord”). Notice of the Motion and of the hearing thereon was sufficient in the particular circumstances. Upon reviewing the Motion, the Court finds that cause exists for granting the relief requested by the Motion. The Debtor, Capstone Pediatrics, PLLC (“Debtor”), and the Landlord have stipulated and agreed to this Agreed Order.

IT IS THEREFORE ORDERED THAT:

1. The Debtor shall comply with 11 U.S.C. § 365(d)(4)(A) and, by no later than 5:00 p.m., Central Time, on July 13, 2020 (“Initial Surrender Date”), shall vacate and surrender to the Landlord those Premises that are the subject of the Lease between the Landlord and the Debtor and that are located at or near 647 Dunlop Lane, Clarksville, Tennessee (“Premises”).

2. The Debtor may remain in possession of the Premises following the Initial Surrender Date, provided that it pays to the Landlord the sum of \$9,692.41, constituting the rent and charges due under the Lease for the calendar month of July 2020 (“July Rent Payment”), which Payment shall be delivered by 5:00 p.m., Central Time, on July 10, 2020,

to the attention of Joshua L. Burgener, Dickinson Wright LLP, 424 Church Street, Suite 800, Nashville, Tennessee 37219.

3. If the July Rent Payment is not received by the Landlord as required by Paragraph 2 of this Agreed Order, the Landlord's counsel shall promptly file a notice of non-payment of the July Rent Payment.

4. Provided that the July Rent Payment is received by the Landlord as required by Paragraph 2 of this Agreed Order, the Debtor shall vacate and surrender the Premises to the Landlord by no later than 5:00 p.m., Central Time, on July 31, 2020 ("Final Surrender Date").

5. Until it surrenders possession of the Premises to the Landlord, the Debtor shall comply with all non-monetary obligations under the Lease.

6. Upon surrender of possession of the Premises to the Landlord, the Debtor shall (a) clean the Premises and leave the Premises in their original condition, except for reasonable wear and tear, (b) remove all personal property, without damage to the Premises, and (c) provide the Landlord or its agents with all keys and codes to the Premises.

*[This Agreed Order was signed and entered electronically
as indicated at the top of the first page.]*

APPROVED FOR ENTRY:

/s/Joshua L. Burgener

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